

Exhibit 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

CHILD TRENDS, INCORPORATED et al.,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF
EDUCATION et al.,

Defendants.

Case No. 8:25-cv-01154-BAH

DECLARATION OF M. CHRISTINE DWYER

1. I, M. Christine Dwyer, am Senior Vice President at RMC Research Corporation (RMC). I have been with RMC for 40 years, since RMC became an independent business. I have a masters degree in early childhood education and additional study in school administration and evaluation. In my role at RMC, I have served as both project director and staff member on technical assistance, research, and evaluation contracts, most often in the areas of school improvement, literacy, early childhood education, and arts, culture and media. Through both my leadership and contract roles, I am familiar with the work of RMC's regional offices. I submit this declaration in support of Plaintiffs' Motion for Preliminary Injunction or, in the Alternative, Writ of Mandamus. The statements made in this declaration are based on my personal knowledge and my understanding of information made available to me pursuant to my duties at RMC.

2. RMC is a small business that for over four decades has specialized in (a) education research and evaluation for policy development and implementation, and (b) capacity building and technical assistance for state education agencies. For example, in recent years RMC

has successfully competed for contracts and grants to: evaluate the impact of adopting new curricula in a large city; develop the five-year research plan for a federal agency; launch a national effort to inform states about how to implement the Department of Labor's registered teacher apprenticeship program; provide training in scientifically-based literacy to all teachers in a state; determine the degree to which several states' colleges and universities are teaching reading using proven methods; evaluate the outcomes for students of a math tutoring initiative; and work with a state to develop a career technical education pathway for future educators.

Those examples are only a few in RMC's diverse portfolio, which is grounded in education and also extends to behavioral health, substance abuse prevention, workforce, and the arts/humanities. RMC frequently partners with universities and other research firms and nonprofit organizations in both prime and subcontract roles. RMC is headquartered in Portsmouth, NH and has regional offices in Arlington, VA; Tampa, FL; Denver, CO; and Portland, OR. As a small business, RMC's revenues are under \$15 million annually, typically in the \$10 to \$13 million range.

3. Approximately 40% of RMC's work is dedicated to supporting Regional Education Laboratory (REL) and Comprehensive Center programs, both U.S. Department of Education-funded programs.

4. The Department of Education funds the Comprehensive Center program through grants to entities or groups that serve as Comprehensive Centers located within one of the 10 geographic regions served by the RELs. RMC operates as a prime grantee and also as a subcontractor to other grantees for Comprehensive Center work. In that capacity, RMC works in partnership with state education agency leaders to define high leverage problems and then locate, design and implement solutions. RMC's work might take the form of providing training;

developing practical tools; synthesizing information to advise on a line of action; undertaking a needs assessment or designing an instrument; convening stakeholders, and so forth. RMC's work at the national level is similar, but with the regional Comprehensive Centers and the U.S. Department of Education as the clients who inform the direction of tasks.

5. The Department of Education is statutorily required to contract with entities nationwide to create a network of 10 Regional Education Laboratories (RELs) serving the needs of 10 different regions. RMC serves as a subcontractor on two of these REL contracts, assisting RELs in carrying out the work required by their contract. In that capacity, RMC leads and supports several projects within the REL portfolios, working with stakeholders throughout the education system to: collect data about education program implementation and outcomes; design and implement research studies; develop and test prototypes of tools and resources for educators and policymakers; and support the collection and analysis of data to guide evidence-based practices and inform state agency and school district policy and practice decisions.

RMC's Work in the Comprehensive Centers Program

6. RMC has had a long history with the Comprehensive Centers program and its predecessor technical assistance programs supporting states in implementing the Elementary and Secondary Education Act (ESEA) dating back to the mid-1970's. RMC has served as a prime grantee in every Comprehensive Centers program cycle since 2005. Over the past four decades, RMC has worked with states through those programs on a continuous basis, beginning with Region 1 of the original 10 Regional Technical Assistance Centers, which focused on accountability in Title I programs and served the six New England states. Over time and varying by award cycle, RMC has served as a prime or subcontractor for states in the Northeast and Islands, Mid-Atlantic, Southeast, South Central, Northwest, Alaska and Hawaii, and the Upper

Midwest regions. In previous cycles RMC led content centers under the program related to parent engagement and curriculum and instruction. Given the requirements of these technical assistance contracts, that is, working with senior leadership of state education agencies, the staff hired for the centers have typically had years of experience in their specialty areas and work in the field as well as advanced educational qualifications. The qualifications and experience of proposed key personnel are reviewed and approved by the U.S. Department of Education. By the typical provisions of contracts over the years, most of the primary staff have been required to spend at least half time devoted to a particular Center; directors are required to devote .75 or full time. Thus, over the more than four decades that RMC has served the Comprehensive Centers program and its predecessor, many of our staff have spent at least half of their professional lives on this program. Given the staff expertise, state knowledge, and time commitments required, there are a limited number of qualified organizations that are able to compete successfully. Very few have the depth of experience RMC has developed over time and the breadth of RMC staff knowledge of many regions of the country,

7. RMC is a grantee or subcontractor for several Comprehensive Center grants with a 2024-2029 performance period.

8. On September 26, 2024, RMC received the prime grant award for the Comprehensive Center for the Gulf Region, which serves Florida, Alabama, and Mississippi. The grant provided for a period of performance from October 1, 2024 to September 30, 2029, with RMC to receive \$2.45 million for each fiscal year. As of February 19, 2025, \$1.83 million of the \$2.45 million remained unspent for fiscal year 2025.

9. RMC is also a partner organization, or subcontractor, for grants to the Content Center on Strengthening and Supporting the Educator Workforce (SSEW) and to the National

Comprehensive Center (NCC). Each of the prime grants provided for a period of performance from October 1, 2024 to September 30, 2029. For FY25, RMC's estimated subcontract budget for the National Comprehensive Center is \$492,500 and for the SSEW Center \$150,160.

10. RMC began working immediately in October 2024 following grant and subcontract awards for the Comprehensive Centers program.

11. Under its recently terminated grant for the Comprehensive Center for the Gulf Region, RMC has met with Chief State School Officers to develop technical assistance projects aligned to each state's priorities and interests and to identify Gulf Comprehensive Center advisory board members from each state. Examples of state technical assistance projects underway at the time of termination include assisting Alabama with the development of a new school administrator evaluation system and resources for schools that struggle to recruit and retain effective administrators; the development of toolkits to support Florida classroom teachers in low-performing schools improve their use of evidence-based instructional strategies to meet the needs of English learners and students with disabilities; a Mississippi community of practice to support Comprehensive Support & Improvement schools improve instruction and leadership to better meet the needs of students with disabilities; and a cross-state project with Florida and Mississippi to help districts identify causes of chronic absenteeism and implement evidence-based interventions to improve attendance and student engagement and achievement.

12. For the National Comprehensive Center, RMC worked closely with project co-directors to structure the new Center's service delivery plans, including developing background information to orient all staff to federal requirements under ESEA; participating in needs sensing work; designing the projects to be undertaken by RMC staff through the Center and overseeing the project design work of other subcontractors; designing and implementing the

internal project review process; and preparing orientation training for the new content centers. RMC's role in the Center includes leading all external capacity building. For the SSEW, RMC oriented prime contractor staff to the teacher workforce development activities of the previous Comprehensive Center cycle, conducting assessments of teacher workforce-related needs of regional centers and states, and designing projects to be undertaken by RMC within the Center's portfolio.

13. At no point did the Department express concerns about RMC's work under the Comprehensive Centers program or indicate that the work may be abrogated.

14. For instance, at the Department's direction, RMC submitted in January 2025 an Annual Service Plan that outlined key client needs across the Gulf Region and outlined how RMC would work with partners to study and address those needs. None of RMC's projects were rejected or raised any apparent concerns with the Department. On February 13, 2025, RMC received provisional approval to begin "asap" on eleven projects for the Gulf Region. Those projects included "updating Mississippi's resource allocation review process" and ensuring "benchmark-aligned high-quality instruction." On February 10, 2025, RMC received an email from the Department containing an updated summary of reporting deadlines under its grant, with deadlines ranging from January to December 2025.

15. Without prior notice, on February 19, 2025, RMC received notice that its Comprehensive Center grant was being terminated. Nearly every other Comprehensive Center received a notice identical to that received by RMC. The notice accused the Comprehensive Centers of violating civil rights laws or engaging in fraud or abuse, but did not cite any evidence for those allegations. RMC had never previously received any communication from the Department noting concerns that RMC was violating civil rights laws or engaging in fraud or

abuse. While I am not an attorney, I see no basis for the allegation that RMC has violated any civil rights laws or engaged in fraud or abuse, but if the Department had raised any concerns over such activities, RMC would have worked with the Department to resolve such concerns.

16. The Department stated that it was terminating RMC's grant because it was "inconsistent with, and no longer effectuates, Department priorities," citing 2 C.F.R. § 200.340(a)(4) and 34 C.F.R. § 75.253.

17. The Content Center on Strengthening and Supporting the Educator Workforce and the National Center—the Comprehensive Centers with whom RMC works as a subcontractor—received identical notices terminating their grants. As a result, RMC's work as subcontractor for those Comprehensive Centers also immediately came to a halt on February 19.

18. Again, at no point prior to February 19 did the Department inform RMC of any concerns that it was engaged in unlawful activities the Department alleged in the termination notice. Instead, communications from the Department to RMC as late as February 13 indicated that the Department intended to continue working with RMC to carry out the work outlined in its Gulf Region grant. RMC had been in regular communication with the Department to understand its goals and priorities.

19. On March 12, 2025, RMC submitted an appeal to ED. To date, we have not received a substantive response or any information concerning the timeline for a potential response.

RMC's Work in Support of RELs

20. RMC served as a REL program subcontractor between 2000 and 2011 when it partnered with Brown University, then serving as the REL Northeast and Islands Region, which consists of seven states and two U.S. territories. Beginning in 2012 and up until their cancellation

in early 2025, RMC was a subcontractor for REL Central (to Marzano Research and then Mathematica) for two funding cycles and REL Southeast (to Florida State University) for three funding cycles, providing services to 13 states across those two REL regions. RELs are typically comprised of several large and small subcontracts; in all three regions, RMC served as a lead subcontractor. RMC's REL subcontracts have been staffed by a minimum of four to six RMC staff members with specific expertise, often in study design and data analysis; lead staff typically devote at least half time to REL work. Competition for REL contracts is highly competitive among the limited number of organizations that have the capability to fulfill program requirements (to carry out rigorous research and build capacity to use evidence and data in partnership with education stakeholders and across geographic contexts). Having established a reputation and built staff capacity to carry out these complex and demanding activities over a 25-year period, RMC had reason to believe that it would continue to be able to compete for REL work as part of its business base.

21. For the 2022-2027 contract cycle, RMC was a subcontractor for REL Southeast and REL Central.

22. On January 22, 2022, RMC entered a subcontract with the prime contractor for REL Southeast, which works with local stakeholders across Alabama, Florida, Georgia, Mississippi, North Carolina, and South Carolina. After several amendments, the most recent amendment to the subcontract—executed on February 13, 2025—provided for a period of performance until June 30, 2025 and a total subcontract amount of approximately \$2.3 million. Roughly \$309,000 of the total funding amount remains unspent to date. Had the Department not terminated the prime contract, there would have been an additional amendment to RMC's subcontract that would run from June 30, 2025 to December 31, 2025 to finish out the year, for

an additional funding amount of \$362,065.22. There would have also been a budget of \$604,330.71 to fund the final year, from January 2026 to December 2026.

23. To date, REL Southeast has done significant work conducting applied research, delivering training and coaching, and publishing evidence-based practices.

24. For example, it partnered with the Alabama State Department of Education and eleven districts to create the Alabama Research Partnership on Improving English Learner Outcomes to provide professional learning to teachers on four evidence-based recommendations from the What Works Clearinghouse Practice Guide on “Teaching Academic Content and Literacy to English Learners in Elementary and Middle School.”

25. Some of RMC’s other work in recent years includes partnering with teachers from the Florida Virtual School to adapt existing IES materials for families to digital formats, including videos and games, that can be more easily used in virtual schools. RMC has also provided intensive coaching to pre-kindergarten demonstration sites teams in South Carolina to support implementation of the *Professional Learning Community: Emergent Literacy* sessions with the goal of improving teachers’ knowledge and instructional practices and increasing students’ print knowledge, phonological awareness, vocabulary, oral language skills, and school readiness.

26. On March 1, 2022, RMC entered a subcontract with the prime contractor for REL Central, which worked with education system partners in Colorado, Kansas, Missouri, Nebraska, North Dakota, South Dakota, Standing Rock Reservation, and Wyoming. After a January 2023 amendment, the subcontract provided for a period of performance until December 31, 2026 and a maximum payment amount of \$3.5 million. Roughly \$1.9 million of the maximum funding amount remains unspent to date.

27. A few of the many projects to which RMC contributed this contract cycle for REL Central include: multiple projects with the Kansas Department of Education and school districts in Kansas to support implementation of the Individual Plans of Study (IPS) initiative that helps better prepare students for college and careers; a partnership with the Colorado Department of Education (CDE) and the Colorado Department of Higher Education (CDHE) assisting districts to increase teacher recruitment and retention; and a partnership with CDE to provide guidance to districts that have adopted a reduced academic calendar, most of which are in rural settings.

28. On February 13, 2025, without prior notice, the contractors with whom RMC serves as subcontractor received identical notifications that their REL contracts were being terminated. The notifications provided no rationale for the terminations, stating only that the terminations were for the Government's convenience. Upon receiving termination notifications, the contractors with whom RMC serves as a subcontractor notified RMC that its subcontract was terminated effective February 13 as well.

Immediate, Irreparable Harm to RMC

29. RMC is facing immediate, irreparable harm as a result of the terminations of its grants and subcontracts. The terminations have resulted in the loss of a substantial amount of RMC's business, brought much of RMC's research work to a halt, and threatened RMC's ability to compete in the marketplace. Additionally, the termination notice's reliance on unsubstantiated allegations has caused RMC reputational harm. The combination of uncertainty caused by the abrupt cancellations, lack of information about whether the Department of Education plans to reinstate or recompetete these contracts and grants, delays in payments for work already performed, and severe reductions in staff at the Department of Education threatens the very existence of future viability for RMC. When applying for future work, clients may ask if RMC

has had a grant or contract cancelled. In its forty year history, RMC has not had a federal contract or grant cancelled. The unfounded claims in the termination notices, e.g., violations of Civil Rights laws, lack of alignment with Department priorities, are damaging allegations that may prejudice RMC's ability to be seen as competitive.

30. **Business Base:** With the termination of the grants and contracts, RMC instantly lost approximately 40% of its business base.

31. **Workforce:** RMC was also forced to lay off 20% of its employees and reduce the work hours for another 20%. As a group, the laid-off employees were highly skilled, almost all with doctorates or masters degrees. With employees facing reduced work hours and uncertainty created by the terminations, RMC is likely to lose additional employees. In a competitive environment where larger companies dominate the federal marketplace, RMC was able to be successful as a small business because it had built up a highly skilled and stable workforce. The abrupt disruption to the workforce reduces RMC's ability to be competitive as a small business.

32. Should our Comprehensive Centers and REL work be reinstated with sufficient time, we anticipate restaffing to complete the work. Should the grant and subcontract reinstatements occur before our departed staff obtain new employment, we plan to rehire as many of the specific experts we had to dismiss as possible, saving us time and resources in training replacements and providing continuity to state agencies.

33. If the Court were not to restore the Comprehensive Centers program grants for which RMC served as grantees or subcontractors or the REL contracts for which RMC served as subcontractors, but did order ED to issue new Comprehensive Centers program grants and REL contracts, we would submit proposals to serve as prime grantees and subcontractors with other applicants.

34. **Reputation:** The unsubstantiated allegations in the notice of termination of RMC's Comprehensive Center grant adversely affect RMC's reputation and potentially its ability to receive future funds from the federal government. The notice of termination alleges that "*the grant specified above provides funding for programs that promote or take part in DEI initiatives or other initiatives that unlawfully discriminate*" Again, I am not an attorney, but as a factual matter it is completely false that RMC's work discriminates against anyone. RMC is concerned that this inaccuracy will sully its reputation as a business that has had outstanding performance for the federal government with no terminations for cause. Grant or contractor applications typically ask if the applicant has had a grant or contract terminated and if so under what circumstances. Having to disclose the false basis of the termination of RMC's Comprehensive Center grant is likely to prejudice its ability to do further work with the federal government and with other entities that inquire about prior terminations.

35. In addition, having had to stop our work midstream, we worry that states and districts may question our ability to finalize projects we begin with them in the future. Even understanding that the abrupt terminations were not for cause, states may hesitate to embark upon intensive initiatives, if they perceive that efforts could be disrupted by outside forces.

Effects of the Termination on RMC Work with States and Educational Institutions

36. **Return on investment:** RMC's Comprehensive Center work is designed to improve student performance by encouraging the use of proven practices, supporting state education agencies in making decisions with effectiveness and efficiency. The work RMC has put into projects that cannot be completed is wasted and RMC's partners will not benefit from that work.

37. **Disrupted work in the Gulf Comprehensive Center:** With the Chief State School Officers of Florida, Alabama, and Mississippi, RMC had negotiated a scope of work for the Gulf Comprehensive Center that had been approved by the U.S. Department of Education. The disrupted scope of work was:

- (a) providing resources and supporting the development of an Academic Intervention Framework that would establish a needs assessment process and state interventions for elementary school identified for Full or Limited Support under Alabama's first-in-the-nation Numeracy Act; and would have supported development and implementation of training for turnaround leaders for those schools, and designed an evaluation system for math coaches;
- (b) supporting facilitation of design team meetings with the Alabama State Department of Education (ALSDE) to finalize the Alabama Principal Leadership Framework, developing a communication plan and infographic to support dissemination of the Framework statewide; and would have provided evidence- and practice-based guidance to support ALSDE and its stakeholders in developing an administrator evaluation system and Alabama Principal Leadership Academy aligned to the Framework;
- (c) providing professional development and coaching to Florida education leaders in the Every Student Succeeds Act (ESSA) Levels of Evidence and how to use a rubric to determine the ESSA Level of Evidence of reading and math programs to ensure that the state and districts are able to choose materials and professional development offerings that meet the evidence requirements of the Every Student Succeeds Act;

- (d) training teams from the Florida Department of Education, the Northeast Florida Educational Consortium, the Panhandle Area Educational Consortium, the Heartland Education Consortium, and their small and rural district partners (Dixie County Schools, Glades County Schools, Hamilton County Schools, Holmes County Schools) on high-quality instructional practices and helping them train and coach their teachers in using these proven instructional practices in reading and mathematics;
- (e) aiding Mississippi in the reviewing and revising the state's Administrator Professional Growth System (PGS), including reviewing alignment of the Mississippi Administrator PGS standards and indicators with national standards and current research on school leadership for teacher retention;

38. **Disrupted work nationally:** For the National Comprehensive Center, RMC's subgrant involved leading and overseeing the Center's work supporting Regional Comprehensive Centers nationwide to build state and district capacity. Among other tasks, the disrupted scope of work would have:

- (a) developed a system to implement nationwide evidence-based practices in mathematics teaching in grades K-12;
- (b) shared information about the emerging body of research about effective tutoring practices with states and districts;
- (c) identified and shared tools and practices with states to increase effectiveness of use of funds;
- (d) provided support for states and districts in rural areas to improve outcomes in low performing schools;

- (e) conducted training webinars for state education agency employees to support compliance with federal regulations related to school performance.

39. For the SSEW Content Center, the disrupted scope of work would have continued a four-year partnership among states that are initiating apprenticeship models to alleviate the shortage of teachers in critical areas; in the previous funding cycle, RMC had convened those states regularly to learn from each other and meet with experts from the Department of Labor and other national organizations working on apprenticeships. Further, the disrupted scope of work would have continued to identify lessons being learned from “Grow Your Own” models around the country that are addressing teacher shortages by retraining mid-career professionals; working with high school students through career technical programs; and upgrading the knowledge and skills of paraprofessionals interested in becoming teachers.

40. **Wasted potential from REL Investments:** The REL system is designed to produce well-tested practices that improve outcomes for students. Over the five-year cycle, working in conjunction with schools and districts, RELs develop and test out ideas for education improvements and then scale up those that are effective for broader use. Because the RELs were in the fourth year of a five-year cycle, the developmental progression was not completed; in other words, ideas for improvement had been developed, refined, and were in the stages of final testing when the terminations occurred. Across the REL system, this represents approximately \$240 million of investment to-date that will not yield the intended outcomes. For example, for REL Southeast, RMC had been working on professional development approaches to improve the capacity of early childhood educators to develop young children’s language and vocabulary skills—fundamental to success in reading. RMC had developed and was supporting a network of literacy coaches who were supporting local school and community demonstration sites by

working with teachers to expand their knowledge of emergent literacy instructional practices. RMC provided materials and training and convened the coaches regularly.

41. For REL Central, RMC had been partnering with educators and policymakers at the state education agency and multiple school districts to improve the implementation of Individual Plans of Study (IPS) in Kansas. IPS are designed to help middle and high school students plan and prepare for life after high school, with a focus on postsecondary education and careers. RMC provided guidance to Kansas partners to support implementation and a data collection tool for schools and districts to better understand IPS implementation and student participation in IPS activities. A study examining the relationship between IPS implementation and student outcomes for which data had already been collected was cancelled. Study findings would have identified the most effective IPS practices and provided guidance for IPS program improvement. Also, collaborative work with districts throughout the state to collect data to better understand school-level IPS implementation and identify areas for improvement was underway and cancelled before any results were available to improve practice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 15, 2025 in Portsmouth, NH.

/s/*
M. Christine Dwyer
Senior Vice President
RMC Research Corporation

*Counsel hereby certifies that she has a signed copy of the foregoing document available for inspection at any time by the court or a party to this action.